

Carter & Smith & Co. Inc.
JUN 19 1980BOOK 1116 PAGE 737
PURCHASE MONEY

DEED OF TRUST

THIS DEED OF TRUST is made this 11th day of June, 1980, among the Grantor, J. GARLAND WEAVER and WYNONAH A. WEAVER, his wife, (herein "Borrower"), NATIONAL SAVINGS AND TRUST COMPANY, (herein "Trustee"), and the Beneficiary, Washington Federal Savings and Loan Association, a corporation chartered under the laws of the United States of America, whose principal office is in Washington, District of Columbia (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Frederick, State of Maryland:

Beginning for the same at a stone in the beginning of conveyance to Lewis E. Fuller for 1.777 acres of land and recorded among the Land Records for Frederick County, Maryland in Liber 724 at folio 536, thence with the 1st and part of the 2nd lines thereof S. 81° 45' W. 232.00 feet thence N. 54° 15' E. 492.00 feet thence leaving said line to include a part of said land and also part of the lands conveyed by Lloyd C. Brandenburg to Lewis E. Fuller and recorded among the Land Records of said County in Liber 855 at folio 429, S. 16° 40' 50" E. 196.58 feet thence S. 54° 15' W. 193.0 feet to a point 29.00 feet from the end of the 3rd line of said conveyance thence with part of said line reversed N. 74° 45' W. 99.40 feet thence S. 81° 45' W. 2.50 feet to the place of beginning. Also a Right of Way Twenty feet wide from said lot to Maryland Route 80 as per Liber 855 folio 435. Containing 1.547 acres of land according to plat and survey by Elwood L. Renn, Surveyor.

which has the address of Fingerboard Road, Route #1, Box #70-A, Monrovia, Maryland 21754 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated of even date herewith (herein "Note"), in the principal sum of EIGHTY-THREE THOUSAND and *** NO/100 (\$83,000.00) Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2010; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MARYLAND—1 to 4 Family—7/76—FNMA/FHLMC UNIFORM INSTRUMENT

1600

Exhibit filed April 29, 1982